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2, Ch. 1, § 22; CHALLIS, REAL PROPERTY, 3 ed., 288. However, besides the estate tail general, only two classes of tails have become established in property law: an estate limited to the issue of the donee by a particular spouse, and one limited according to the sex of the issue. See CHALLIS, REAL PROPERTY, 3 ed., 290, 295. But other forms have been suggested. The court relied on a case of a gift to the heirs of the body of a man *in posterum procreandis*, where the eldest son was excluded. *Anonymous*, 3 Leon, 87. But there the youngest son took as purchaser. See 2 PRESTON, ESTATES, 450, 451. Coke mentions without comment a gift to a man and his heirs begotten by his son, as a tail special, which passes over a degree. See CO. LIT. 20 b; 2 PRESTON, ESTATES, 392, 421. And it is said there may be a tail to a man and the heirs of his body being Protestants. See 2 PRESTON, ESTATES, 362, 445. If those suggestions are sound, there is no stopping place. The donor of any estate confined to the issue of the donee may classify and discriminate between the issue as his fancy dictates; and the descent must follow the lines marked out, until the entail is barred. But there is a policy against the creation of novel estates. See *Johnson v. Whiton*, 159 Mass. 424, 426, 34 N. E. 542; CO. LIT. 27 b; 1 PRESTON, ESTATES, 472. And it seems more in accord with the present tendency of property law to allow only the established classes of estates tail.

ESTOPPEL IN PAIS — WHAT ACTS WILL ESTOP — FAILURE OF ASSIGNEE OF WRITTEN CONTRACT TO TAKE THE WRITING FROM ASSIGNOR. — The obligee of a written contract assigned his rights under the contract but retained the written instrument. The assignee notified the obligor of the assignment. Later an agent of the obligee presented the writing to the obligor and represented that there had been a reassignment. The obligor paid the agent. The assignee now sues on the contract. *Held*, that he is estopped to deny the validity of the payment. *Phelps v. Linnan*, 156 N. W. 294 (Ia.)

A person may be estopped not only to deny his own misrepresentation, but also in some cases to deny those he has enabled others to make. See EWART, ESTOPPEL, 19. Thus if a specialty, even though non-negotiable, is delivered to a third person who represents that he has authority to deal with it, the owner will be estopped to deny this authority against a person who has acted in reliance thereon. *Combes v. Chandler*, 33 Ohio St. 178; *Moore v. Metropolitan National Bank*, 55 N. Y. 41. But some courts do not raise an estoppel unless the instrument is such as by business custom passes freely. *Scollans v. Rolins*, 173 Mass. 275, 53 N. E. 863. And certainly the bailment of a chattel will never in itself create an estoppel. *McMahon v. Sloan*, 12 Pa. 229; *Ciannone v. Fleetwood*, 93 Ga. 491, 21 S. E. 76; *Baker v. Taylor*, 54 Minn. 71, 55 N. W. 823. The reason for these distinctions rests in the fundamental nature of the estoppel, the creation of which is dependent upon the deceptiveness of the situation and the fault of its creator, as opposed to the general policy of protecting property rights. Thus while the nature of chattels is such that possession is hardly more indicative of ownership than of bailment, the possession of a specialty, since the instrument is ordinarily of value only as proof of property rights, is a very strong indication of authority to pass title. A written contract presents a situation lying between those two extremes. For while possession is not a prerequisite to its enforcement, yet it is of no value except as evidence of rights therein. In the principal case, however, the assignee did not create the appearances by delivering the contract, but failed to prevent such appearances by neglecting to obtain the instrument. This however should not effect the creation of an estoppel, for given a sufficiently deceptive appearance, a duty should arise of affirmative, as well as negative action. See 18 HARV. L. REV. 140.

EVIDENCE — DOCUMENTS — SECONDARY EVIDENCE: NOTICE TO ACCUSED TO PRODUCE PRIVILEGED DOCUMENTS. — In a trial upon a charge of embezzle-